

ADULTERY—CONDONATION—RENEWAL OF INTERCOURSE AFTER KNOWLEDGE OF OFFENCE.

Cramp v. Cramp (1920) P. 158. Though a divorce case, deserves notice for the fact that McCardie, J., held that condonation of adultery on the part of a wife arises where the husband renews connubial intercourse after knowledge of the offence, even though there be, as the wife admits, no actual forgiveness. It may be noted that Mr. Justice Horridge arrived at a contrary conclusion: see 149 L. T. Jour., p. 178.

VENDOR AND PURCHASER—CONTRACT FOR SALE OF LAND—PURCHASER NOT NAMED—CHEQUE FOR DEPOSIT—CONNECTING DOCUMENTS—STATUTE OF FRAUDS (29 CAR. 2, c. 3) s. 4 (R.S.O., c. 102, s. 5).

Stokes v. Whicker (1920) 1 Ch. 411. This was an action by a purchaser for specific performance of a contract for the sale of land in which the question was whether there was a sufficient memorandum within the Statute of Frauds, s. 4 (R.S.O., c. 102, s. 5). The contract, "I agree to purchase, etc.", did not specify the purchaser's name, but one copy was signed by one Cross, as agent for the defendant "vendor," and another copy was signed by the plaintiff. The plaintiff gave a cheque for the deposit, £56. Russell, J., who tried the action, said the documents taken together constituted a sufficient memorandum within the statute and that the signature of the agreement to purchase by the agent of the defendant as vendor necessarily implied that the defendant agreed to sell; and that the name of the purchaser was established by the cheque for the payment on account. He therefore gave judgment in favour of the plaintiff.

ADMINISTRATION — ACCOUNT — EXECUTOR — ACTION BY BENEFICIARY—SHARE OF RESIDUE—ACTION TO RECOVER LEGACY—LAPSE OF TIME—REAL PROPERTY LIMITATION ACT 1874 (37-38 VICT. CH. 57) SEC. 8—TRUSTEE ACT (51-52 VICT. CH. 59) SEC. 8 (1) (a) (b)—(R.S.O. CH. 75, SECS. 24, 47 (2) (a) (b)).

In re Richardson, Pole v. Pattenden (1920), 1 Ch. 423. This was an action for administration. The testator died in 1909 and his estate was administered by his widow and the defendant and their functions came to an end in 1910. Under the will the widow was entitled to the whole of the residuary estate. No formal accounts were delivered to the widow by the defendant, who was a solicitor, but he informed her of all that was done, and about